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10 FEDERAL TRADE COMMISSION and STATE OF NEVADA,

11 Plaintiffs,

12 v.

13 CASH TODAY, LTD., a United Kingdom corporation; THE
14 HEATHMILL VILLAGE, LTD., a United Kingdom corporation;
15 LEADS GLOBAL, INC., a Nevada corporation; WATERFRONT
16 INVESTMENTS, INC., a Nevada corporation; ACH CASH, INC.,
17 a Nevada corporation; HBS SERVICES, INC., a Nevada
18 corporation; LOTUS LEADS, INC., a Delaware corporation [now
19 dissolved]; ROVINGE INTERNATIONAL, INC., a Nevada
20 corporation; FIRST4LEADS, INC., a Delaware corporation [now
21 dissolved]; and THE HARRIS HOLDINGS, LTD., a Guernsey
22 corporation, each also doing business as Cash Today, Route 66
23 Funding, Global Financial Services International, Ltd., Interim
24 Cash, Ltd., and BIG-INT, Ltd.; AARON GERSHFIELD,
25 individually and as a director and officer of Cash Today, Ltd., The
26 Heathmill Village, Ltd., and The Harris Holdings, Ltd.; IVOR
27 GERSHFIELD, individually and as an officer and/or director of
28 Cash Today, Ltd. and The Harris Holdings, Ltd., and JIM HARRIS,
individually and as an officer and director of Leads Global, Inc.,
Waterfront Investments, Inc., ACH Cash, Inc., HBS Services, Inc.,
and Rovinge International, Inc.,

Defendants.

Case No.
3:08-CV-590-RCJ-
VPC**STIPULATED
FINAL JUDGMENT
AND ORDER FOR
PERMANENT
INJUNCTION AND
OTHER
EQUITABLE
RELIEF AS TO ALL
CORPORATE
DEFENDANTS,
AARON
GERSHFIELD, AND
IVOR
GERSHFIELD**

1 This matter comes before the Court on the stipulation of Plaintiffs, Federal Trade
2 Commission (“Commission” or “FTC”), and the State of Nevada (“Nevada”), and Defendants
3 Cash Today, Ltd., The Heathmill Village, Ltd., The Harris Holdings, Ltd., Aaron Gershfield, Ivor
4 Gershfield (hereafter “Non-U.S. Defendants”); Leads Global, Inc., Waterfront Investments, Inc.,
5 ACH Cash, Inc., HBS Services, Inc., Lotus Leads, Inc. [now dissolved], Rovinge International,
6 Inc., and First4Leads, Inc. [now dissolved] (hereafter “U.S. Defendants”).
7

8 On November 6, 2008, Plaintiffs jointly filed a Complaint for Injunctive and Other
9 Equitable Relief (“Complaint”) pursuant to Section 13(b) of the Federal Trade Commission Act
10 (“FTC Act”), 15 U.S.C. § 53(b), the Truth in Lending Act (“TILA”), 15 U.S.C. §§ 1601-1666j,
11 and Chapter 598 of the Nevada Revised Statutes, charging that Defendants Cash Today, Ltd., The
12 Heathmill Village, Ltd., Leads Global, Inc., Waterfront Investments, Inc., ACH Cash, Inc., HBS
13 Services, Inc., Lotus Leads, Inc., Rovinge International, Inc., First4Leads, Inc., The Harris
14 Holdings, Ltd., Aaron Gershfield, Ivor Gershfield, and Jim Harris engaged in violations of
15 Section 5 of the FTC Act, 15 U.S.C. § 45, TILA, 15 U.S.C. §§ 1601-1666j, and its implementing
16 Regulation Z, 12 C.F.R. Part 226, and Chapter 598 of the Nevada Revised Statutes, in connection
17 with their extension and collection of payday loans to consumers in the United States. On
18 January 6, 2009, the Court entered a stipulated preliminary injunction against the U.S. corporate
19 Defendants and, on January 12, 2009, the Court entered a stipulated preliminary injunction
against Defendant Jim Harris.
20

21 Now Plaintiffs and Defendants Cash Today, Ltd., The Heathmill Village, Ltd., Leads
22 Global, Inc., Waterfront Investments, Inc., ACH Cash, Inc., HBS Services, Inc., Lotus Leads, Inc.
23 [now dissolved], Rovinge International, Inc., First4Leads, Inc. [now dissolved], The Harris
24 Holdings, Ltd., Aaron Gershfield, and Ivor Gershfield (hereafter, collectively, “Defendants”),
25 negotiating through their respective counsel, have agreed to settlement of this action and consent
26 to entry of this Stipulated Final Judgment and Order for Permanent Injunction (“Order”) without
27 a trial or adjudication of any issue of fact or law, and entry of this Order shall constitute a full,
28 complete, and final settlement of all matters in dispute arising from the Complaint in this action
to the date of entry of this Order. The parties further agree that entry of this Order in the docket

1 by the Court will constitute notice to them of the terms and conditions of the Order. Plaintiffs
2 and Defendants, having requested the Court to enter this Order:

3 **IT IS ORDERED, ADJUDGED, AND DECREED** as follows:

4 **FINDINGS OF FACT**

5 1. This Court has jurisdiction over the subject matter of this case and the parties hereto. The
6 Non-U.S. Defendants do not contest jurisdiction, but only insofar as the finding of jurisdiction is
7 applicable to this matter and the enforcement of this Order.

8 2. The U.S. Defendants were properly served with the Complaint and Summons in this
9 matter. The Non-U.S. Defendants do not contest service of process in this matter.

10 3. The Complaint states a claim upon which relief may be granted against Defendants under
11 Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b); the Truth In Lending Act
12 ("TILA"), 15 U.S.C. §§ 1601-1666j, as amended, and its implementing Regulation Z, 12 C.F.R.
13 § 226, as amended; and the deceptive trade provisions of the Nevada Revised Statutes, Chapter
14 598.

15 4. Venue in this district is proper under 28 U.S.C. §1331(b), (c), and (d) and 15 U.S.C.
16 § 53(b). The Non-U.S. Defendants do not contest that venue is proper in this case.

17 5. Defendants are "creditors" who extend "closed-end credit" to consumers, as those terms
18 are defined respectively in TILA and Regulation Z, 12 C.F.R. §§ 226.2(a)(10), (a)(17), and
19 (a)(20).

20 6. The activities of Defendants are "in or affecting commerce," as "commerce" is defined in
21 Section 4 of the FTC Act, 15 U.S.C. § 44.

22 7. Defendants have read and fully understand the Complaint against them and the provisions
23 of this Order, and they enter into this Order freely and without coercion, and acknowledge that
24 they understand the provisions of this Order and are prepared to abide by its terms.

25 8. This Order is for settlement purposes only, and does not constitute and shall not be
26 interpreted to constitute an admission by Defendants or a finding that the law has been violated as
27 alleged in the Complaint, or that the facts alleged in the Complaint, other than the jurisdictional
28 facts, are true.

1 9. Defendants waive all rights to seek appellate review or otherwise challenge or contest the
2 validity of this Order.

3 10. Defendants waive any claim that they may hold against the FTC and Nevada, and their
4 employees, representatives, or agents.

5 11. Defendants waive any claim that they may hold under the Equal Access to Justice Act, 28
6 U.S.C. § 2412, *as amended* by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996) concerning the
7 prosecution of this action to the date of this Order, and any rights to attorneys' fees that may arise
8 under said provision of law.

9 12. All parties shall bear their own costs and attorneys' fees.

10 13. This Order is remedial in nature and shall not be construed as the payment of a fine,
11 penalty, punitive assessment, or forfeiture.

12 14. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that
13 may be provided by law.

14 15. Entry of this Order is in the public interest.

15 **DEFINITIONS**

16 For purposes of this Order, the following definitions shall apply:

17 1. "**Closed-end credit**" means consumer credit other than open-end credit, and "open-end
18 credit" means "consumer credit extended by a creditor under a plan in which: (i) the creditor
19 reasonably contemplates repeated transactions; (ii) the creditor may impose a finance charge from
20 time to time on an outstanding unpaid balance; and (iii) the amount of credit that may be
21 extended to the consumer during the term of the plan (up to any limit set by the creditor) is
22 generally made available to the extent that any outstanding balance is repaid." 12 C.F.R.
23 §§ 226.2(a)(10) and (a)(20).

24 2. "**Collection of debts**" means any activity the principal purpose of which is to collect or
25 attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due.

26 3. "**Consumer**" means an actual or potential purchaser, customer, or borrower.

27 4. "**Corporate Defendants**" means Cash Today, Ltd., The Heathmill Village, Ltd., Leads
28 Global, Inc., Waterfront Investments, Inc., ACH Cash, Inc., HBS Services, Inc., Lotus Leads,

1 Inc., Rovinge International, Inc., First4Leads, Inc., and The Harris Holdings, Ltd., and their
2 successors and assigns.

3 5. **“Clearly and Conspicuously”** means:

- 4 a. if presented in writing, the information shall be in a type size and location
5 sufficient for an ordinary consumer to read and comprehend it, and shall be
6 disclosed in a manner that would be easily recognizable and understandable in
7 language and syntax to an ordinary consumer. If the information is contained in a
8 multi-page print document, the disclosure shall appear on the first page;
- 9 b. if presented orally, the information shall be disclosed in a volume, cadence, and
10 syntax sufficient for an ordinary consumer to hear and comprehend; and
- 11 c. nothing contrary to any information disclosed shall be imparted at or near the time
12 of disclosure. Further, a subsequent disclosure made orally or in writing only
13 limits or qualifies a prior disclosure and cannot cure a false claim.

14 6. **“Creditor”** means a person who regularly extends consumer credit that is subject to a
15 finance charge or is payable by written agreement in more than four installments (not including a
16 down payment), and to whom the obligation is initially payable, either on the face of the note or
17 contract, or by agreement when there is no contract. 12 C.F.R. §226.2 (a)(17).

18 7. **“Defendants”** means the Corporate Defendants and Individual Defendants, individually,
19 collectively, or in any combination.

20 8. **“Debt”** means any obligation or alleged obligation of a consumer to pay money arising
21 out of a transaction in which the money, property, or services that are the subject of the
22 transaction are primarily for personal, family, or household purposes, whether or not such
23 obligation has been reduced to judgment.

24 9. **“Document”** is synonymous in meaning and equal in scope to the usage of the term in
25 Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts,
26 photographs, audio and video recordings, computer records, and other data compilations from
27 which information can be obtained and translated, if necessary, through detection devices into
28 reasonably usable form. A draft or non-identical copy is a separate document within the meaning
of the term.

1 10. **“Individual Defendants”** means Aaron Gershfield, Ivor Gershfield, and each of them, by
2 whatever names each might be known.

3 11. **“Person”** means any individual, group, unincorporated association, limited or general
4 partnership, corporation, or other business entity.

5 12. **“Regulation Z”** means the regulation the Federal Reserve Board (“FRB”) promulgated to
6 implement TILA, 12 C.F.R. Part 226, as currently promulgated or as it may hereafter be
7 amended. The term also includes the FRB Official Staff Commentary on Regulation Z, 12 C.F.R.
8 Part 226, Supp. 1, as currently promulgated or as it may hereafter be amended. The terms
9 “annual percentage rate,” “consumer credit,” and “finance charge” are defined as set forth in
10 Sections 226.2, 226.4, and 226.22 of Regulation Z, 12 C.F.R. §§ 226.2, 226.4, and 226.22.

11 13. **“Third Party”** means any person or entity that is not a consumer including, but not
12 limited to, any parent of a non-minor consumer, or any child, relative, neighbor, coworker, or
13 employer of a consumer.

14 **ORDER**

15 **I. Prohibition Against Deceptive Collection Practices**

16 **IT IS THEREFORE ORDERED** that, in connection with the collection of a debt from
17 any consumer, Defendants, and their officers, agents, servants, employees, and attorneys, and all
18 other persons in active concert or participation with them who receive actual notice of this Order
19 by personal service or otherwise, whether acting directly or through any corporation, subsidiary,
20 division, or other device, are hereby permanently restrained and enjoined from making any
21 misrepresentation to any consumer or third party in violation of Section 5(a) of the FTC Act,
22 including but not limited to misrepresenting that:

23 A. Consumers can be arrested or imprisoned for failing to pay a debt to the
24 Defendants;

25 B. Consumers have a legal obligation to pay the Defendants the full amount
26 the Defendants claim they are owed; and

27 C. If consumers do not pay the Defendants, the Defendants will or can take
28 formal legal action against consumers, including but not limited to, filing suit,
seizing or attaching property, or garnishing wages.

1 **II. Prohibition Against Unfair Collection Practices**

2 **IT IS FURTHER ORDERED** that in connection with the collection of a debt from any
3 consumer, Defendants, and their officers, agents, servants, employees, and attorneys, and all other
4 persons in active concert or participation with them who receive actual notice of this Order by
5 personal service or otherwise, whether acting directly or through any corporation, subsidiary,
6 division, or other device, are hereby permanently restrained and enjoined from engaging in any
7 unfair act or practice in violation of Section 5(a) of the FTC Act, including but not limited to:

8 A. Continuously and repeatedly calling consumers and third parties at
9 consumers' places of employment;

10 B. Using obscene, profane, threatening, or otherwise abusive language
11 towards consumers and third parties; and

12 C. Disclosing the existence of consumers' purported debts to coworkers,
13 employers, and other third parties.

14 **III. Prohibition Against Violations of the Truth In Lending Act and Regulation Z**

15 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,
16 employees, and attorneys, and all other persons in active concert or participation with them who
17 receive actual notice of this Order by personal service or otherwise, whether acting directly or
18 through any corporation, subsidiary, division, or other device, are hereby permanently restrained
19 and enjoined from:

20 A. In the course of extending closed-end credit to consumers, failing to make
21 the required TILA disclosures, clearly and conspicuously in writing, in a form that
22 consumers can keep, before consummating a consumer credit transaction,
23 including failing to disclose the amount financed, itemization of the amount
24 financed, the finance charge, the annual percentage rate, the payment schedule, the
25 total of payments, and any late payment fees, in violation of Sections 121 and 128
26 of TILA, 15 U.S.C. §§ 1631 and 1638, as amended, and Sections 226.17(a)(1), (b)
27 and 226.18 (b)-(e), (g)-(h), and (l) of Regulation Z, 12 C.F.R. §§ 226.17(a)(1), (b)
28 and 226.18 (b)-(e), (g)-(h), and (l), as amended; and

1 B. Failing in any other manner to meet the requirements of TILA, 15 U.S.C.
2 §§ 1601-1666j, as amended, and its implementing Regulation Z, 12 C.F.R. § 226,
3 as amended, and the Regulation Z Commentary, 12 C.F.R. § 226, Supp. 1, as
4 amended.

5 **IV. Prohibition Against Violations of Nevada State Laws**

6 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,
7 employees, and attorneys, and all other persons in active concert or participation with them who
8 receive actual notice of this Order by personal service or otherwise, whether acting directly or
9 through any corporation, subsidiary, division, or other device, are hereby permanently restrained
10 and enjoined from violating any provision of Chapter 598 of the Nevada Revised Statutes and, in
11 particular, when conducting business from the State of Nevada or when engaging in the sale of
12 goods or services to Nevada residents, permanently restrained and enjoined from failing to:

13 A. Obtain all required state, county or city licenses for doing business in
14 Nevada, in compliance with NRS 598.0923(1);

15 B. Provide notice and disclosure of all material facts, in compliance with
16 NRS 598.0923(2); and

17 C. Comply with all state and federal statutes and regulations relating to the
18 sale of goods or services, in compliance with NRS 598.0923(3).

19 **V. Additional Disclosures and Other Requirements**

20 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,
21 employees, and attorneys, and all other persons in active concert or participation with them who
22 receive actual notice of this Order by personal service or otherwise, whether acting directly or
23 through any corporation, subsidiary, division, or other device, are hereby permanently restrained
24 and enjoined from failing to:

25 A. In the course of extending credit to consumers, disclose, clearly and
26 conspicuously in writing, in a form that consumers can keep, and before
27 consummating a consumer credit transaction, the following:

28 1. The material terms of the transaction, including the disclosures
 required by Section III herein, the interest rate, and a repayment schedule

1 showing the dates upon which consumers' bank accounts will be debited
2 for payment, if applicable;

3 2. Penalties for late or non-payment, including an itemization of all
4 associated fees and charges; and

5 3. A statement that payday loans may be limited or prohibited in some
6 states; and

7 B. Obtain written confirmation from consumers for each consumer credit
8 transaction acknowledging that the consumer has received the required disclosures
9 in Subsection V.A before consummating the consumer credit transaction, and such
10 written confirmation may be delivered via electronic mail or facsimile; and

11 C. When collecting a debt from consumers, provide consumers, upon oral or
12 written request, no less often than 30 days after any previous request for the same
13 information, a written itemization of amounts paid and amounts due, including a
14 separate written itemization for fees paid and fees due, which may be in the form
15 of a statement delivered to consumers via electronic mail or facsimile.

16 VI. Employee Monitoring by Defendants

17 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,

18 employees, and attorneys, and all other persons in active concert or participation with them who
19 receive actual notice of this Order by personal service or otherwise, whether acting directly or
20 through any corporation, subsidiary, division, or other device, in connection with extending
21 consumer credit and collecting debts, are hereby permanently restrained and enjoined from:

22 A. Failing to take reasonable steps sufficient to monitor and ensure that all
23 employees and independent contractors engaged in marketing or extending
24 consumer credit, the collection of debts, or other customer service functions,
25 comply with Sections I through V of this Order. Such steps shall include adequate
26 monitoring of calls with customers, and shall also include, at a minimum, the
27 following: (1) listening to oral representations made by persons engaged in
28 marketing or extending consumer loans and/or the collection of debts, or other
customer service functions; (2) providing a customer response center available by

1 toll-free number or by email that will receive and respond to customer complaints
2 and inquiries within a reasonable and specified time period; and (3) ascertaining
3 the number and nature of customer complaints regarding transactions in which
4 each employee or independent contractor is involved; *provided* that this Section
5 does not authorize or require Defendants to take any steps that violate any federal,
6 state, or local law;

7 B. Failing to investigate promptly and fully any customer complaint received
8 by any business to which this Section applies; and

9 C. Failing to take corrective action with respect to any marketing person or
10 debt collector whom Defendants determine is not complying with this Order,
11 which may include training, disciplining, and/or terminating such person.

12 **VII. Monetary Judgment**

13 **IT IS FURTHER ORDERED** that:

14 A. Judgment is entered against Defendants jointly and severally in the amount
15 of \$ 1 million dollars (\$1,000,000.00) (hereafter the "judgment amount"). Of the
16 funds collected pursuant to this Section, the Commission shall be paid \$970,125.00,
17 and the State of Nevada shall be paid \$ 29,875.00, to reimburse the fees and
18 expenses the State of Nevada expended in its investigation and litigation of this
19 matter. Judgment shall be paid to the Commission and the State of Nevada within
20 ten (10) days of entry of this Order.

21 B. All funds paid to the Commission pursuant to this Section, other than the
22 funds paid to the State of Nevada, shall be deposited into a fund administered by
23 the Commission or its agent to be used for equitable relief, including but not limited
24 to consumer restitution and any attendant expenses for the administration of any
25 restitution fund. If the Commission determines in its sole discretion that restitution
26 to consumers is wholly or partially impracticable or funds remain after restitution is
27 completed, the Commission may apply any remaining funds for such other
28 equitable relief, including consumer information remedies, as it determines to be
reasonably related to the Defendants' practices alleged in the Complaint. Any

Case 3:08-cv-00590-RCJ-VPC Document 81 Filed 09/17/2009 Page 11 of 22

1 funds not used for such equitable relief shall be deposited in the United States
2 Treasury as disgorgement. Defendants shall have no right to challenge the
3 Commission's choice of remedies under this Section.

4 C. If Defendants fail to pay the Commission or the State of Nevada the
5 judgment amount as set forth above, interest computed at the rate prescribed under
6 28 U.S.C. § 1961, as amended, shall immediately begin to accrue on the unpaid
7 balance.

8 D. In accordance with 31 U.S.C. § 7701, each Defendant is hereby required,
9 unless that Defendant has done so already, to furnish to the Commission and the
10 State of Nevada the Defendant's taxpayer identifying number (social security
11 number or employer identification number), which shall be used for purposes of
12 collecting and reporting on any delinquent amount arising out of that Defendant's
13 relationship with the federal government and the State of Nevada.

14 E. Defendants relinquish all dominion, control, and title to the funds paid to the
15 fullest extent permitted by law. Defendants shall make no claim to or demand
16 return of the funds, directly or indirectly, through counsel or otherwise.

17 F. Defendants agree that the facts as alleged in the Complaint filed in this
18 action shall be taken as true without further proof in any bankruptcy case or
19 subsequent civil litigation pursued by the Commission or the State of Nevada to
20 enforce their rights to any payment or money judgment pursuant to this Order,
21 including but not limited to a nondischargeability complaint in any bankruptcy
22 case. Defendants further stipulate and agree that the facts alleged in the Complaint
23 establish all elements necessary to sustain an action pursuant to, and that this Order
24 shall have collateral estoppel effect for purposes of, Section 523(a)(2)(A) of the
25 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A).

26 **VIII. Compliance Monitoring**

27 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating
28 compliance with any provision of this Order:

Case 3:08-cv-00590-RCJ-VPC Document 81 Filed 09/17/2009 Page 12 of 22

1 A. Within ten (10) days of receipt of written notice from a representative of the
2 Commission, Defendants each shall submit additional written reports, which are
3 true and accurate and sworn to under penalty of perjury; produce documents for
4 inspection and copying; appear for deposition; and provide entry during normal
5 business hours to any business location in each Defendant's possession or direct or
6 indirect control to inspect the business operation.

7 B. In addition, the Commission is authorized to use all other lawful means,
8 including but not limited to:

9 1. obtaining discovery from any person, without further leave of court,
10 using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45,
11 and 69;

12 2. posing as consumers and suppliers to Defendants, their employees,
13 or any other entity managed or controlled in whole or in part by any
14 Defendant, without the necessity of identification or prior notice; and

15 C. Defendants each shall permit representatives of the Commission to interview
16 any employer, consultant, independent contractor, representative, agent, or employee
17 who has agreed to such an interview, relating in any way to any conduct subject to
18 this Order. The person interviewed may have counsel present.

19 *Provided however*, that nothing in this Order shall limit the Commission's lawful use of
20 compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to
21 obtain any documentary material, tangible things, testimony, or information relevant to unfair or
22 deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

23 **IX. Compliance Reporting**

24 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this
25 Order may be monitored:

26 A. For a period of three (3) years from the date of entry of this Order,

27 1. Each Individual Defendant shall notify the Commission of the
28 following:

a. Any changes in such Individual Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;

b. Any changes in such Individual Defendant's employment status (including self-employment), and any change in such Individual Defendant's ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that such Individual Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of such Individual Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in such Individual Defendant's name or use of any aliases or fictitious names.

2. Defendants shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the business entity about which a Defendant learns less than thirty (30) days prior to the date such action is to take place, such Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of three (3) years, Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of

perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. For each Individual Defendant:

- a. such Individual Defendant's then-current residence address, mailing addresses, and telephone numbers;
- b. such Individual Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that such Individual Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of such Individual Defendant's duties and responsibilities in connection with the business or employment; and
- c. Any other changes required to be reported under Subsection A of this Section.

2. For all Defendants:

- a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled "Distribution of Order;" and
- b. Any other changes required to be reported under Subsection A of this Section.

C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W., Room NJ-2122
Washington, D.C. 20580
RE: *FTC v. Cash Today, et al.*

Provided that, in lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Commission at:

DEBrief@ftc.gov.

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Defendant. Where notice to Defendants and/or their counsel is required, such notice shall be provided to:

[Name of Defendant]
c/o John DeQ. Briggs
Axinn Veltrop & Harkrider
1330 Connecticut Avenue, N.W.
Washington, D.C. 20030
Jdb@avhlaw.com
(202) 721-5400

Provided however, nothing in this provision shall limit the Commission's authority to pose as a consumer or supplier pursuant to Subsection B.2 of the Section titled "Compliance Monitoring."

X. Record Keeping Provisions

IT IS FURTHER ORDERED that, for a period of six (6) years from the date of entry of order, in connection with the extension of consumer credit and the collection of a debt from consumer, Defendants, and their agents, employees, officers, corporations, and those persons in concert or participation with them who receive actual notice of this Order by personal service otherwise, are hereby restrained and enjoined from failing to create, retain, and secure as necessary the following records:

A. Accounting records that reflect the monies loaned and collected, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the

person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, amount of monies loaned and collected, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly, or through any third party) and any responses to those complaints or requests:

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials, including copies of Internet web sites and email solicitations; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled "Compliance Reporting."

XI. Distribution of Order

IT IS FURTHER ORDERED that, for a period of three (3) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

A. **Corporate Defendant:** Each Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.

B. Individual Defendant as control person: For any business that an Individual Defendant controls, directly or indirectly, or in which such Defendant has a majority ownership interest, such Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.

C. Individual Defendant as employee or non-control person: For any business where an Individual Defendant is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, such Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct.

D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

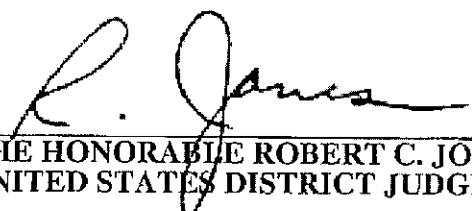
XII. Acknowledgment of Receipt of Order

IT IS FURTHER ORDERED that each Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

1 **XIII. Retention of Jurisdiction**
2

3 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for
4 purposes of construction, modification, and enforcement of this Order.
5

6 **IT IS SO ORDERED** this 27 day of October, 2009.
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9 **THE HONORABLE ROBERT C. JONES**
10 **UNITED STATES DISTRICT JUDGE**

11 **SO AGREED AND STIPULATED:**
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13 **FOR PLAINTIFFS:**
14

15 s/Nadine S. Samter
16 NADINE S. SAMTER
17 JULIE K. MAYER
18 915 Second Avenue Suite 2896
19 Seattle, WA 98174

20 Attorneys for Plaintiff Federal Trade Commission

21 CATHERINE CORTEZ MASTO
22 Attorney General of Nevada

23 s/John R. McGlamery
24 By: JOHN R. MCGLAMERY
25 Senior Deputy Attorney General
26 Bureau of Consumer Protection
27 Office of the Attorney General
28 100 North Carson Street
 Carson City, NV 89701

29 Attorney for Plaintiff State of Nevada

30 **FOR DEFENDANTS:**

31 By: JIM HARRIS, President
32 Leads Global, Inc., Waterfront Investments, Inc.,
33 ACH Cash, Inc., HBS Services, Inc., and
34 Roving International, Inc.

Case 3:08-cv-00590-RCJ-VPC Document 81 Filed 09/17/2009 Page 19 of 22

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9 Attorneys for Defendant Jim Harris

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11
12 AARON GERSHFIELD individually

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14
15 IVOR GERSHFIELD individually and as a
16 director, officer, or controlling person of Cash
17 Today, Ltd.; The Heathmill Village,
18 Ltd.; and the Harris Holdings, Ltd.

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21 JOHN DeQ. BRIGGS
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32 Leads Global, Inc., Waterfront Investments, Inc., ACH Cash, Inc.,
33 HBS Services, Inc., Lotus Leads, Inc., Rovinge International, Inc.,
34 First4Leads, Inc., The Harris Holdings, Ltd., Aaron Gershfield, and Ivor Gershfield

1 **XIII. Retention of Jurisdiction**
23 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for
4 purposes of construction, modification, and enforcement of this Order.
56 **IT IS SO ORDERED** this _____ day of _____, 2009.
78 **THE HONORABLE BRIAN E. SANDOVAL**
9 **UNITED STATES DISTRICT JUDGE**10 **SO AGREED AND STIPULATED:**
1112 **FOR PLAINTIFFS:**
1314 NADINE S. SAMTER
15 JULIE K. MAYER
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17 Seattle, WA 9817418 Attorneys for Plaintiff Federal Trade Commission
1920 CATHERINE CORTEZ MASTO
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3031 **FOR DEFENDANTS:**
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33 By: JIM HARRIS, President
34 Leads Global, Inc., Waterfront Investments, Inc.,
35 ACH Cash, Inc., HBS Services, Inc., and
36 Rovinge International, Inc.

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First4Leads, Inc., The Harris Holdings, Ltd., Aaron Gershfield, and Ivor Gershfield

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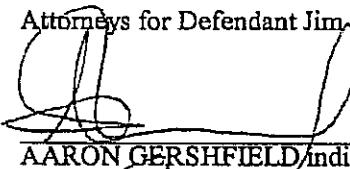
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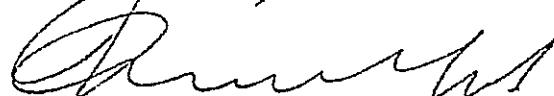
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CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2009, I electronically filed the foregoing **STIPULATED FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF AS TO ALL CORPORATE DEFENDANTS, AARON GERSHFIELD, AND IVOR GERSHFIELD** and **STIPULATED DISMISSAL OF JIM HARRIS** with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following:

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Dated: September 16, 2009

s/Nadine Samter
Nadine Samter